

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 65			
2. CONTRACT NO.		3. SOLICITATION NO. W9113M-08-R-0002		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 17 Nov 2008		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO BOX 1500 HUNTSVILLE AL 35807-3801 TEL: 256-955-3410 FAX 256-955-4240				CODE W9113M		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>64 Thomas Johnson Dr, Frederick, MD 21700</u> <u>4:00PM</u> local time <u>16 Jan 2009</u> * See Section L.2.1 (Hour) (Date) CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME Leo Fratis		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (301)619-7421		C. E-MAIL ADDRESS Leo.Fratis@us.army.mil					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(e)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	FFP Storage of Critical Reagent Program Products FOB: Origin	12	Months		
0002	COST Distribution of Critical Reagent Program Products FOB: Origin		Lot		
0002AA	COST Packaging Labor FOB: Origin				\$134,384.00
0002AB	COST Packaging Materials FOB: Origin				\$91,755.00
0002AC	COST Shipping FOB: Origin				\$145,462.00
0003	FFP Disposal FOB: Origin	10,000	Pound		

0004	100,000	Each	FFP Individual HHA Assembly to Include First Article Testing FOB: Origin
0005	150,000	Each	FFP Operational and Training Panel Assembly to include First Article Testing FOB: Origin
0006	50,000	Each	FFP Operational and Training Biological Sampling Kit Assembly to include First Article Testing FOB: Origin
0007			FFP JPS Carrier Box Assemblies (CBAs), Welded to include First Article Testing FOB: Origin
0007AA	500	Each	FFP CBA with Carriers containing two types of LFI FOB: Origin
0007AB	6,000	Each	FFP CBA with Carriers containing more than two types of LFI FOB: Origin
0008			FFP JBPDS Carrier Box Assemblies (CBAs), Welded to include First Article Testing FOB: Origin

0008AA	1,000	Each	
FFP			
CBA with Carriers containing only one type of LFI			
FOB: Origin			
0008AB	1,600	Each	
FFP			
CBA with Carriers containing two types of LFI			
FOB: Origin			
0008AC	1,600	Each	
FFP			
CBA with Carriers containing more than two types of LFI			
FOB: Origin			
0008AD	1,000	Each	
FFP			
CBA with two types of Carriers (see TDP)			
FOB: Origin			
0009	33,600	Each	
FFP			
Uncoding of ECL Assays			
FOB: Origin			
0010	50,000		
FFP			
Hand Held Plastic Carrier (Top and Bottom Pieces)			
FOB: Origin			
0011		Lot	\$14,095.00
COST			
Travel in accordance with Joint Travel Regulations			
FOB: Origin			

0012	1	Lot	
	FFP		
	Transfer of Inventory from Incumbent Storage Facility		
	FOB: Origin		
0013	12	Months	
OPTION	FFP		
	Storage of Critical Reagent Program Products		
	FOB: Origin		
0014		Lot	
OPTION	COST		
	Distribution of Critical Reagent Program Products		
	FOB: Origin		
0014AA			\$139,491.00
	COST		
	Packaging Labor		
	FOB: Origin		
0014AB			\$95,242.00
	COST		
	Packaging Materials		
	FOB: Origin		
0014AC			\$150,989.00
	COST		
	Shipping		
	FOB: Origin		

0015 OPTION	FFP Disposal FOB: Origin	10,000	Pound
0016 OPTION	FFP Individual HHA Assembly to Include First Article Testing FOB: Origin	100,000	Each
0017 OPTION	FFP Operational and Training Panel Assembly to include First Article Testing FOB: Origin	150,000	Each
0018 OPTION	FFP Operational and Training Biological Sampling Kit Assembly to include First Article Testing FOB: Origin	50,000	Each
0019 OPTION	FFP JPS Carrier Box Assemblies (CBAs), Welded to include First Article Testing FOB: Origin		
0019AA OPTION	FFP CBA with Carriers containing two types of LFI FOB: Origin	500	Each
0019AB OPTION	FFP CBA with Carriers containing more than two types of LFI FOB: Origin	6,000	Each

0020
OPTION FFP
JBPDS Carrier Box Assemblies (CBAs), Welded to include First Article Testing
FOB: Origin

0020AA 1,800 Each
OPTION FFP
CBA with Carriers containing two types of LFI
FOB: Origin

0020AB 6,000 Each
OPTION FFP
CBA with Carriers containing more than two types of LFI
FOB: Origin

0020AC 300 Each
OPTION FFP
CBA with two types of Carriers (see TDP)
FOB: Origin

0021
OPTION FFP
JBPDS Carrier Box Assemblies (CBAs), Snap-Fit
FOB: Origin

0021AA 4,180 Each
OPTION FFP
CBA with Carriers containing only one type of LFI
FOB: Origin

0021AB 4,310 Each
OPTION FFP
CBA with Carriers containing two types of LFI
FOB: Origin

0021AC OPTION	FFP CBA with Carriers containing more than two types of LFI FOB: Origin	5,156	Each	
0021AD OPTION	FFP CBA with two types of Carriers (see TDP) FOB: Origin	5,370	Each	
0022 OPTION	FFP Uncoding of ECL Assays FOB: Origin	33,600	Each	
0023 OPTION	FFP Hand Held Plastic Carrier (Top and Bottom Pieces) FOB: Origin	50,000		
0024 OPTION	COST Travel in accordance with Joint Travel Regulations FOB: Origin		Lot	\$12,656.00
0025 OPTION	FFP Storage of Critical Reagent Program Products FOB: Origin	12	Months	
0026 OPTION	Distribution of Critical Reagent Program Products FOB: Origin		Lot	

0026AA					\$144,792.00
	COST				
	Packaging Labor				
	FOB: Origin				
0026AB					\$98,861.00
	COST				
	Packaging Materials				
	FOB: Origin				
0026AC					\$156,727.00
	COST				
	Shipping				
	FOB: Origin				
0027 OPTION		10,000	Pound		
	FFP				
	Disposal				
	FOB: Origin				
0028 OPTION		100,000	Each		
	FFP				
	Individual HHA Assembly to Include First Article Testing				
	FOB: Origin				
0029 OPTION		150,000	Each		
	FFP				
	Operational and Training Panel Assembly to include First Article Testing				
	FOB: Origin				

0030 OPTION	FFP Operational and Training Biological Sampling Kit Assembly to include First Article Testing FOB: Origin	50,000	Each
0031 OPTION	FFP JPS Carrier Box Assemblies (CBAs), Welded to include First Article Testing FOB: Origin		
0031AA OPTION	FFP CBA with Carriers containing two types of LFI FOB: Origin	500	Each
0031AB OPTION	FFP CBA with Carriers containing more than two types of LFI FOB: Origin	6,000	Each
0032 OPTION	FFP JBPDS Carrier Box Assemblies (CBAs), Welded to include First Article Testing FOB: Origin		
0032AA OPTION	FFP CBA with Carriers containing two types of LFI FOB: Origin	1,500	Each
0032AB OPTION	FFP CBA with Carriers containing more than two types of LFI FOB: Origin	7,500	Each

0032AC OPTION	FFP CBA with two types of Carriers (see TDP) FOB: Origin	600	Each
0033 OPTION	FFP JBPDs Carrier Box Assemblies (CBAs), Snap-Fit FOB: Origin		
0033AA OPTION	FFP CBA with Carriers containing only one type of LFI FOB: Origin	4,100	Each
0033AB OPTION	FFP CBA with Carriers containing two types of LFI FOB: Origin	4,150	Each
0033AC OPTION	FFP CBA with Carriers containing more than two types of LFI FOB: Origin	5,340	Each
0033AD OPTION	FFP CBA with two types of Carriers (see TDP) FOB: Origin	5,120	Each
0034 OPTION	FFP Uncoding of ECL Assays FOB: Origin	33,600	Each

0035 OPTION	50,000	FFP Hand Held Plastic Carrier (Top and Bottom Pieces) FOB: Origin	
0036 OPTION		COST Travel in accordance with Joint Travel Regulations FOB: Origin	Lot \$13,137.00
0037 OPTION	12	Months FFP Storage of Critical Reagent Program Products FOB: Origin	
0038 OPTION		Distribution of Critical Reagent Program Products FOB: Origin	Lot
0038AA		COST Packaging Labor FOB: Origin	\$150,294.00
0038AB		COST Packaging Materials FOB: Origin	\$102,618.00

0038AC	COST Shipping FOB: Origin			\$162,683.00
0039 OPTION	FFP Disposal FOB: Origin	10,000	Pound	
0040 OPTION	FFP Individual HHA Assembly to Include First Article Testing FOB: Origin	100,000	Each	
0041 OPTION	FFP Operational and Training Panel Assembly to include First Article Testing FOB: Origin	150,000	Each	
0042 OPTION	FFP Operational and Training Biological Sampling Kit Assembly to include First Article Testing FOB: Origin	50,000	Each	
0043 OPTION	FFP JPS Carrier Box Assemblies (CBAs), Welded to include First Article Testing FOB: Origin			
0043AA OPTION	FFP CBA with Carriers containing two types of LFI FOB: Origin	500	Each	

0043AB OPTION	6,000	Each	FFP CBA with Carriers containing more than two types of LFI FOB: Origin
0044 OPTION			FFP JBPDS Carrier Box Assemblies (CBAs), Welded to include First Article Testing FOB: Origin
0044AA OPTION	1,200	Each	FFP CBA with Carriers containing two types of LFI FOB: Origin
0044AB OPTION	9,000	Each	FFP CBA with Carriers containing more than two types of LFI FOB: Origin
0044AC OPTION	900	Each	FFP CBA with two types of Carriers (see TDP) FOB: Origin
0045 OPTION			FFP JBPDS Carrier Box Assemblies (CBAs), Snap-Fit FOB: Origin
0045AA OPTION	4,380	Each	FFP CBA with Carriers containing only one type of LFI FOB: Origin

0045AB OPTION	FFP CBA with Carriers containing two types of LFI FOB: Origin	4,650	Each	
0045AC OPTION	FFP CBA with Carriers containing more than two types of LFI FOB: Origin	4,546	Each	
0045AD OPTION	FFP CBA with two types of Carriers (see TDP) FOB: Origin	5,870	Each	
0046 OPTION	FFP Uncoding of ECL Assays FOB: Origin	33,600	Each	
0047 OPTION	FFP Hand Held Plastic Carrier (Top and Bottom Pieces) FOB: Origin	50,000		
0048 OPTION	COST Travel in accordance with Joint Travel Regulations FOB: Origin		Lot	\$13,146.00
0049	DATA ITEMS FFP Monthly Status Report, Data Item No. A001 FOB: Origin			

0049AA	FFP Monthly Status Report FOB: Origin	12	Each
0049AB OPTION	FFP Monthly Status Report FOB: Origin	12	Each
0049AC OPTION	FFP Monthly Status Report FOB: Origin	12	Each
0049AD OPTION	FFP Monthly Status Report FOB: Origin	12	Each
0050	DATA ITEMS FFP Report, Production or Delivery Problems, Data Item A002 FOB: Origin		
0051	DATA ITEMS FFP Insepection and Test Plan, Data Item No. A003 FOB: Origin	1	Each

0052

DATA ITEMS

FFP

Request for Deviation (RFD), Data Item No. A004

FOB: Origin

0053

DATA ITEMS

FFP

Specification Change Notice (SCN), Data Item No. A005

FOB: Origin

0054

DATA ITEMS

FFP

Engineering Change Proposal (ECP), Data Item No. A006

FOB: Origin

0055

1

Each

DATA ITEMS

FFP

Configuration Management Plan, Data Item No. A007

FOB: Origin

0056

1

Each

DATA ITEMS

FFP

Quality Program Plan, Data Item No. A008

FOB: Origin

0057

1

Each

DATA ITEMS

FFP

First Article Qualification Test Plan and Procedures, Data Item A009

FOB: Origin

0058

1

Each

DATA ITEMS

FFP

Test/Inspection Plan, Data Item No. A010

FOB: Origin

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and for the given contract year issued for these CLINs shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity the given contract year issued for these CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT	
0001			\$		\$
0002			\$		\$
0003	100		\$	10,000	\$
0004	2,000		\$	100,000	\$
0005	800		\$	150,000	\$
0006	800		\$	50,000	\$
0007			\$		\$
0007AA	40		\$	500	\$
0007AB	40		\$	6,000	\$
0008			\$		\$
0008AA	300		\$	1,000	\$
0008AB	600		\$	1,600	\$
0008AC	600		\$	1,600	\$
0008AD	500		\$	1,000	\$
0009	15,000		\$	33,600	\$
0010	2,000		\$	50,000	\$
0011			\$		\$
0012			\$		\$

0013		\$		\$
0014		\$		\$
0015	100	\$	10,000	\$
0016	4,000	\$	100,000	\$
0017	4,000	\$	150,000	\$
0018	4,000	\$	50,000	\$
0019		\$		\$
0019AA	40		500	
0019AB	40		6,000	
0020		\$		\$
0020AA	600	\$	1,800	\$
0020AB	2,000	\$	6,000	\$
0020AC	100	\$	300	\$
0021		\$		\$
0021AA	1,200	\$	4,180	\$
0021AB	1,830	\$	4,310	\$
0021AC	1,760	\$	5,156	\$
0021AD	1,060	\$	5,370	\$
0022	15,000	\$	33,600	\$
0023	2,000	\$	50,000	\$
0024		\$		\$
0025		\$		\$
0026		\$		\$
0027	100	\$	10,000	\$
0028	4,000	\$	100,000	\$
0029	4,000	\$	150,000	\$
0030	4,000	\$	50,000	\$

0031		\$	\$
0031AA	40	\$	500
0031AB	40	\$	6,000
0032		\$	
0032AA	500	\$	1,500
0032AB	2,500	\$	7,500
0032AC	200	\$	600
0033		\$	
0033AA	1,250	\$	4,100
0033AB	1,775	\$	4,150
0033AC	1,930	\$	5,340
0033AD	1,060	\$	5,120
0034	15,000	\$	33,600
0035	2,000	\$	50,000
0036		\$	
0037		\$	
0038		\$	
0039	100	\$	10,000
0040	4,000	\$	100,000
0041	4,000	\$	150,000
0042	4,000	\$	50,000
0043		\$	
0043AA	40	\$	500
0043AB	40	\$	6,000
0044		\$	
0044AA	400	\$	1,200
0044AB	3,000	\$	9,000

0044AC	300	\$	900	\$
0045		\$		\$
0045AA	1,390	\$	4,380	\$
0045AB	2,025	\$	4,650	\$
0045AC	1,533	\$	4,456	\$
0045AD	1,435	\$	5,870	\$
0046	15,000	\$	33,600	\$
0047	2,000	\$	50,000	\$
0048		\$		\$

SCHEDULE NOTES

Cost CLINs have values established as cost pools versus having offeror's price. These cost pools are based upon historical data. Contractors shall use the values provided in preparing their cost proposals.

Information regarding obtaining a facility clearance can be obtained from the Defense Industrial Security Clearance Office (DISCO). The DISCO processes, issues and maintains industrial security program facility clearances and industrial security personnel security clearances. See the Defense Security Services website at <https://www.dss.mil> for additional information.

Information for preparing International Traffic in Arms Regulations (ITAR) registration packages can be obtained from the U.S. Department of State, Directorate of Defense Trade Controls at <http://pmddtc.state.gov/registrations.htm>

For general questions on registration forms and status, please contact the response team at (202)663-1282 or by e-mail at DDTCResponseTeam@state.gov.

Information regarding obtaining a Centers for Disease Control and Prevention (CDC) Select Agent Registration for toxins can be obtained from the National Select Agent Registry at <http://www.selectagents.gov/index.html>.

Section C – Description/Specs/Work Statement

Statement of Objectives (SOO): Manufacture, Store, and Distribute Critical Reagents Program Products

Background

The Joint Program Executive Office for Chemical and Biological Defense (JPEO-CBD), with its headquarters in Falls Church, VA, has cognizance over the Critical Reagents Program (CRP), the Joint Biological Point Detection System (JBPDs), and the Joint Portal Shield (JPS) system. These programs (and others) provide the Department of Defense with equipment and materials to detect and identify biological warfare agents (BWA).

Mission Statement

The CRP's mission is to serve as the principal resource of high quality, validated, and standardized biological detection assays and reagents that meet the requirements of the Warfighter and Joint Biological Defense Systems, and support the biological defense community by facilitating the transition of new technologies and coordinating their advanced development, efficient production and timely distribution.

Program Objective

The Contractor shall:

- Manufacture, kit, and package (up to packaging level 1; see section J) the following end items which incorporate Government Furnished Material (GFM) Lateral Flow Immunoassay (LFI) strips in accordance with Government specifications:
 - o JBPDs carrier box assemblies
 - o JPS carrier box assemblies
 - o Hand Held Assays (HHA)
 - o Biological Sampling Kits (BSK)
 - o Operational and Training Panels
- Have and maintain Quality Control Inspection and Test Plan to include Government witnessed First Article and Production Lot Testing to ensure products meet Government acceptance criteria. Contractor shall notify Government prior to testing to allow sufficient scheduling time.
- Have and maintain a Configuration Management Program that ensures that baselines are defined, changes proposed are necessary, appropriate, and acceptable to the Government and the integrity of the deliverables is maintained.
- Use proven commercial or military best inventory management practices to store the following CRP products under the appropriate storage conditions as required by the label or other Government provided storage conditions (e.g., 2-8 degrees Celsius) to maximize performance integrity and shelf life.
 - o Forgoing end items
 - o LFI strips used in the manufacture the end items
 - o Antigens to include Select agent toxins
 - o Electrochemiluminescence [ECL] immunoassays and reagents
 - o Polymerase chain reaction [PCR] assays
- Dispose of end items and other CRP products as directed by the Government in accordance with local, state and federal statutes and regulations.

- Execute the transfer of Government Furnished Material and Equipment from the incumbent Storage and Distribution Facility (Baltimore-Washington metropolitan area) to the new facility.
- Ship CRP products within continental United States (CONUS) and outside CONUS (OCONUS; in accordance with import/export regulations) while ensuring the quality, performance or shelf life. Special Packaging Instructions (SPI; see Section J) applies to military customers.
- Perform First Article Testing and conformance inspection on the Special Packaging in accordance with the SPI for each end item (See Section J).
- Uncode and relabel ECL assays as directed by the Government.
- Supply and ship plastic HHA carriers as directed by the Government.
- Have and maintain Standard Operating Procedures for all procedures associated with manufacturing, storage, and distribution of products to assure compliance with contractual requirements and all local, state, and federal regulations and Standards.
- Have and maintain a Quality Management System (QMS) to ensure the end items are produced, stored, and distributed in accordance with the Government requirements. Have and maintain a Quality Assurance Plan.
- Obtain and maintain a Secret level DoD facility clearance with appropriately cleared personnel in accordance with DD254 attachment 9 in Section J of the contract.
- Have and maintain a Program Management Plan to include:
 - o Risk Management
 - o Master Schedule
 - Travel as requested to support CRP operational requirements and be available to participate in teleconferences. Travel costs shall be in accordance with the Joint Travel Regulations.
 - Provide information requested in Department of Defense 1423 (Contract Data Request Lists; CDRLs):
 - o A001- Monthly Status Report
 - o A002- General Incident Report
 - o A003- Inspection and Test Plan
 - o A004- Requests for Deviation (RFD)
 - o A005- Specification Change Notices (SCN)
 - o A006- Engineering Change Proposals (ECP)
 - o A007- Configuration Management Plan
 - o A008- Quality Assurance Plan
 - o A009- First Article Test Plan
 - o A010- FAT/Inspection Test Report

Attachments (see Section J)

Government Specifications

	Title
Attachment 1	Level 1 packaging specifications
Attachment 2	JBPDS Technical Data Package
Attachment 3	JPS Carrier Assembly Drawings and Specifications

Attachment 4	Hand Held Assay Drawing and Specifications
Attachment 5	Operational and Training Panel Drawings and Specifications
Attachment 6	Biological Sampling Kit Specifications

Government Furnished Equipment

	Title
Attachment 10	List of Government Furnished Equipment

Section D - Packaging and Marking

Package end items in accordance with commercial packaging or complete Special Packaging Instructions (SPI) beyond packaging Level 1 as directed on the Delivery Order.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

INSPECTION AND ACCEPTANCE

- a. The Government reserves the right to perform quality assurance inspections at the contractor's place of performance identified in the contract. The Government will inspect the Contractor's submissions (products, supplies, materials, services and/or deliverables) as specified in each delivery order.
- b. Inspection shall be accomplished by the cognizant Defense Contract Management Agency Office and/or Contracting Officer Representative as delegated with each delivery order. Acceptance of service/products/deliverables will be stated in the delivery order.
- c. Acceptance by the Government of items/services shall be at destination unless designated otherwise in the delivery order.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0002AA	Origin	Government	Origin	Government
0002AB	Origin	Government	Origin	Government
0002AC	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government
0007AA	Origin	Government	Origin	Government
0007AB	Origin	Government	Origin	Government
0008	Origin	Government	Origin	Government
0008AA	Origin	Government	Origin	Government
0008AB	Origin	Government	Origin	Government
0008AC	Origin	Government	Origin	Government
0008AD	Origin	Government	Origin	Government
0009	Origin	Government	Origin	Government
0010	Origin	Government	Origin	Government
0011	Origin	Government	Origin	Government
0012	Origin	Government	Origin	Government
0013	Origin	Government	Origin	Government
0014	Origin	Government	Origin	Government
0014AA	Origin	Government	Origin	Government
0014AB	Origin	Government	Origin	Government

0014AC	Origin	Government	Origin	Government
0015	Origin	Government	Origin	Government
0016	Origin	Government	Origin	Government
0017	Origin	Government	Origin	Government
0018	Origin	Government	Origin	Government
0019	Origin	Government	Origin	Government
0019AA	Origin	Government	Origin	Government
0019AB	Origin	Government	Origin	Government
0020	Origin	Government	Origin	Government
0020AA	Origin	Government	Origin	Government
0020AB	Origin	Government	Origin	Government
0020AC	Origin	Government	Origin	Government
0021	Origin	Government	Origin	Government
0021AA	Origin	Government	Origin	Government
0021AB	Origin	Government	Origin	Government
0021AC	Origin	Government	Origin	Government
0021AD	Origin	Government	Origin	Government
0022	Origin	Government	Origin	Government
0023	Origin	Government	Origin	Government
0024	Origin	Government	Origin	Government
0025	Origin	Government	Origin	Government
0026	Origin	Government	Origin	Government
0026AA	Origin	Government	Origin	Government
0026AB	Origin	Government	Origin	Government
0026AC	Origin	Government	Origin	Government
0027	Origin	Government	Origin	Government
0028	Origin	Government	Origin	Government
0029	Origin	Government	Origin	Government
0030	Origin	Government	Origin	Government
0031	Origin	Government	Origin	Government
0031AA	Origin	Government	Origin	Government
0031AB	Origin	Government	Origin	Government
0032	Origin	Government	Origin	Government
0032AA	Origin	Government	Origin	Government
0032AB	Origin	Government	Origin	Government
0032AC	Origin	Government	Origin	Government
0033	Origin	Government	Origin	Government
0033AA	Origin	Government	Origin	Government
0033AB	Origin	Government	Origin	Government
0033AC	Origin	Government	Origin	Government
0033AD	Origin	Government	Origin	Government
0034	Origin	Government	Origin	Government
0035	Origin	Government	Origin	Government
0036	Origin	Government	Origin	Government
0037	Origin	Government	Origin	Government
0038	Origin	Government	Origin	Government
0038AA	Origin	Government	Origin	Government
0038AB	Origin	Government	Origin	Government
0038AC	Origin	Government	Origin	Government
0039	Origin	Government	Origin	Government
0040	Origin	Government	Origin	Government
0041	Origin	Government	Origin	Government
0042	Origin	Government	Origin	Government
0043	Origin	Government	Origin	Government

0043AA	Origin	Government	Origin	Government
0043AB	Origin	Government	Origin	Government
0044	Origin	Government	Origin	Government
0044AA	Origin	Government	Origin	Government
0044AB	Origin	Government	Origin	Government
0044AC	Origin	Government	Origin	Government
0045	Origin	Government	Origin	Government
0045AA	Origin	Government	Origin	Government
0045AB	Origin	Government	Origin	Government
0045AC	Origin	Government	Origin	Government
0045AD	Origin	Government	Origin	Government
0046	Origin	Government	Origin	Government
0047	Origin	Government	Origin	Government
0048	Origin	Government	Origin	Government
0049	Destination	Government	Origin	Government
0049AA	Destination	Government	Destination	Government
0049AB	Destination	Government	Destination	Government
0049AC	Destination	Government	Destination	Government
0049AD	Destination	Government	Destination	Government
0050	Destination	Government	Destination	Government
0051	Destination	Government	Destination	Government
0052	Destination	Government	Destination	Government
0053	Destination	Government	Destination	Government
0054	Destination	Government	Destination	Government
0055	Destination	Government	Destination	Government
0056	Destination	Government	Destination	Government
0057	Destination	Government	Destination	Government
0058	Destination	Government	Destination	Government

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-29	F.O.B. Origin	FEB 2006

CLAUSES INCORPORATED BY FULL TEXT

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
ITEM	QUANTITY	PRICE	TOTAL
		QUOTATION	
<hr/>			
<hr/>			

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0002	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0002AA	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0002AB	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0002AC	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0003	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0004	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0005	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0006	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0007	N/A	N/A	N/A	N/A
0007AA	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0007AB	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0008	N/A	N/A	N/A	N/A
0008AA	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0008AB	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0008AC	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0008AD	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	

0009	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin
0010	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin
0011	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin
0012	POP 01-JUL-2009 TO 30-SEP-2009	N/A	N/A FOB: Origin
0013	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0014	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0014AA	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0014AB	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0014AC	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0015	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0016	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0017	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0018	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0019	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0019AA	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0019AB	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0020	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0020AA	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin

0020AB	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0020AC	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0021	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0021AA	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0021AB	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0021AC	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0021AD	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0022	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0023	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0024	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin
0025	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0026	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0026AA	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0026AB	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0026AC	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0027	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0028	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0029	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin

0030	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0031	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0031AA	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0031AB	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0032	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0032AA	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0032AB	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0032AC	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0033	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0033AA	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0033AB	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0033AC	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0033AD	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0034	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0035	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0036	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin
0037	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0038	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin

0038AA	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0038AB	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0038AC	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0039	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0040	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0041	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0042	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0043	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0043AA	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0043AB	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0044	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0044AA	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0044AB	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0044AC	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0045	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0045AA	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0045AB	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin
0045AC	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin

0045AD	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin	
0046	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin	
0047	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin	
0048	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin	
0049	N/A	N/A	N/A	N/A
0049AA	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Origin	
0049AB	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Origin	
0049AC	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Origin	
0049AD	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin	
0050	N/A	N/A	N/A FOB: Origin	
0051	30 dys. ADC	1	N/A FOB: Origin	
0052	N/A	N/A	N/A FOB: Origin	
0053	N/A	N/A	N/A FOB: Origin	
0054	N/A	N/A	N/A FOB: Origin	
0055	30 dys. ADC	1	N/A FOB: Origin	
0056	30 dys. ADC	1	N/A FOB: Origin	
0057	60 dys. ADC	1	N/A FOB: Origin	
0058	10 dys. AFATA	1	N/A FOB: Origin	

ADC – After Date of Contract

AFATA – After First Article Test Acceptance

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/contractorpay/electroniccommerce.html>.

(4) Another electronic form authorized by the Contracting Officer.

(c) The Contractor may submit a payment request in non-electronic form only when--

(1) DoD is unable to receive a payment request in electronic form; or

(2) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

POINTS OF CONTACT

Contract Specialist

US Army Space & Missile Defense Command
Attn: SMDC-RDC-EB/Leo Fratis
64 Thomas Johnson Drive
Frederick, MD 21702
(301)619-7421
leo.fratis@us.army.mil

Contracting Officer's Representative

Dr. Jason Roos
5183 Blackhawk Road
Building E3330 Room 157
APG-EA, MD 21010
(410)436-9111
jason.roos@us.army.mil

Administrative Contracting Officer

To Be Determined

TRAVEL

Travel will not be reimbursed for travel within a 50-mile radius of the place of performance stated in the contract.

COST REIMBURSEMENT CLINS

Contractor will be reimbursed the actual costs incurred for all Cost Reimbursable CLINs (no profit/fee). Contractor shall submit to the Contracting Officer's Representative receipts or other evidence of payment to document cost incurred.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	AUG 2007
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984

52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-2	Subcontracts	JUN 2007
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 October 2009 through 30 September 2013.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the

Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$5,000,000;

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the *imitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries

under this contract after 1 year of end of contract's period of performance.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS	TITLE	NUMBER OF PAGES
Attachment 1	Level 1 Packaging Specifications	1
Attachment 2	JBPDS Technical Data Package	119
Attachment 3	JPS Carrier Assembly Drawings and Specifications	34
Attachment 4	Hand Held Assay Drawings and Specification	9
Attachment 5	Operational and Training Panel Drawings and Specifications	18
Attachment 6	Biological Sampling Kit Specifications	16
Attachment 7	Contract Data Requirements List (CDRL) DD 1423-2 A001 Status Report A002 Report, Production or Delivery Problems A003 Inspection and Test Plan A004 Request for Deviation (RFD) A005 Specification Change Notice (SCN) A006 Engineering Change Proposal (ECP) A007 Configuration Management Plan A008 Quality Program Plan A009 First Article Qualification Test Plan and Procedures A010 Test/Inspection Report	10
Attachment 8	Critical Reagents Program Security Classification Guide	11
Attachment 9	DD254 Form	2
Attachment 10	List of Government Furnished Equipment	1
Attachment 11	OMB standard form LLL, Disclosure of Lobbying Activities	2

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 (DEV) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities (Section J, Attachment 10), to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

NOTE: Per Class Deviation 90-00001, 8 May 1990, the certification required by offerors applies only to the procurement for which the certification is being obtained, not to "any" contract.

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 493120.

(2) The small business size standard is \$23,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract

resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

L-I. Solicitation Provisions Incorporated by Reference

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997

L-II. Solicitation Provisions in Full Text

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price and Cost Reimbursement Indefinite Delivery, Indefinite Quantity contract resulting from this solicitation.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

<http://www.arnet.gov>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L-III. INFORMATION TO OFFERORS AND INSTRUCTIONS FOR PROPOSAL PREPARATION

L.1. General Instructions

L.1.1.1. This section provides general guidance for preparation of proposals as well as specific instruction on the format and content of the proposal. The Offeror's proposal must include all data and information requested and must be submitted in accordance with these instructions. The proposal shall be compliant with requirements as stated in the Statement of Objectives (SOO) and Contract Data Requirements List (CDRL). The Offeror shall include evidence (e.g., statement of intent to enter into a teaming agreement) of Subcontractor relationships. Non-conformance with these instructions may result in an unfavorable proposal evaluation. Any Offeror who submits an incomplete package may be considered unacceptable and could be eliminated from further competition.

L.1.1.2. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. The Offeror shall assume that the Government will base its evaluation only on the information presented in the Offeror's proposal.

L.1.1.3. Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and not desired.

L.1.1.4. The proposal acceptance period shall be specified in block 12 of the Standard Form 33.

L.1.1.5. Questions regarding this Request for Proposal (RFP) must be made in writing within 30 calendar days after issuance and directed to the sole point of contact for this acquisition, Contract Specialist Leo Fratis at: Leo.Fratis@us.army.mil. The Government reserves the right to decline addressing questions received more than 30 calendar days after RFP issuance. Telephonic questions will not be accepted.

L.1.1.6. If an Offeror believes that the requirements in these instructions contains an error, omission, or are otherwise unsound, the Offeror shall immediately notify the Contract Specialist listed above in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

L.1.1.7. The Offeror may request debriefings by providing a written request to the Contracting Officer. If the Government elects to establish a competitive range, the Contracting Officer will promptly notify the Offeror of any decision to exclude an offer from the competitive range. Upon written request, an Offeror will receive a debriefing in accordance with Federal Acquisition Regulation (FAR) 15.505. Within five working days of a Source Selection decision, the Contracting Officer will notify unsuccessful Offerors in the competitive range, if established, of the award decision. The Offeror desiring a debriefing must make a request in writing within three calendar days after receiving the Contracting Officer notification. To the maximum extent practicable, debriefings will be conducted within five working days after receipt of the Offeror's request.

L.1.1.8. The Government may conduct a pre-award survey prior to any contract award. The pre-award survey may examine the Offeror's record of integrity and business ethics (which includes satisfactory compliance with the law including tax, labor and employment, environmental, antitrust, and consumer protection laws), technical ability, production capacity, management structure, financial capability, accounting systems, security controls/clearances, labor resources, performance record, and ability to meet required schedules.

L.2. Organization of Proposals

L.2.1. The Offeror shall prepare the proposal set forth as shown in the table provided below. Each volume shall be clearly labeled. One copy of each volume shall be marked as original.

VOLUME	VOLUME TITLE	COPIES	PAGE LIMIT
I	Manufacturing Capabilities, Storage and Distribution Capabilities, Program Management, and Relevant Past Performance	15	75

II	Cost/Price and Contract Documentation	6	as necessary
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L.2.2. The cost section shall be submitted using the spread sheet provided. Failure to use the provided spread sheet shall be considered a failure to meet a material requirement of the solicitation and the offer will be eliminated from participation in the competition.

L.2.3. In addition, each volume shall also be submitted on separate CD-ROMs in PDF format except that the Cost Section shall be submitted as a "Read Only" Microsoft Excel file, showing all formulas and links, including applicable Subcontractor costs. The CD-ROM shall be compatible with Microsoft Windows 2000 or Windows XP, Microsoft Excel 2003 and Adobe Acrobat 7.0. The files shall be virus and malware free. All passwords shall be removed.

L.2.4. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read nor considered in the evaluation of the proposal and will be returned to the Offeror as soon as practicable. Page limitations exclude Relative Past Performance and Curriculum Vitae and bibliographic data for the Program Manager, Consultants, Key Personnel and Key Subcontractor Personnel.

L.2.5. Each volume shall be written on a stand-alone basis. Information required for proposal evaluation which is not found in its designated volume will be viewed to have been omitted from the proposal. Each volume shall contain a cover page with identifying RFP number, Offeror name and mailing address, Business Manager name and contact information. Also to be included for each volume is an index and a glossary of abbreviations or acronyms used. Cover pages and index/glossary will not be counted against page limitations. Pages shall be 8.5 x 11 inches, single-sided, single-spaced. The font shall be 12 point Arial. All four margins will be at least one inch.

L.2.6. The contractor's response shall be in the English language.

L.2.7. All cost or pricing information shall be addressed ONLY in the Cost/Price and Contract Documentation Volume. Work/Labor hour estimates and material kinds and quantities may be used in other volumes only as appropriate for presenting rationale for alternatives or design decisions.

L.3. Volume I Content

Volume I shall not contain any reference to cost; however, labor hours, labor categories, Consultant services, travel requirements, materials and equipment needed, and, if applicable, Subcontractor(s), shall be contained in this volume under the appropriate section. Offerors are encouraged to ensure their proposal includes all items/areas set forth in Section M as items/areas that will be evaluated.

L.3.1. Manufacturing Capabilities Section

L.3.1.1 Manufacturing Facility

L.3.1.1.1. Describe in sufficient detail the Offeror's personnel, facilities, and equipment that will be used, or acquired (if acquiring new equipment or facilities Offerors shall describe in detail when these will be in place) to be fully operational and able to meet the manufacturing requirements outlined in the Statement of Objectives (SOO).

L.3.1.1.2. Describe provisions to insure a physically secure manufacturing facility and protection of the information technology assets and data. The Offeror shall describe temperature and humidity capabilities and the proposed monitoring system.

L.3.1.1.3. Describe monthly production capacity.

L.3.1.2. Standard Operating Procedures

Describe the manufacturing facility's standard operating procedures in sufficient detail such that the Government may evaluate the Offerors understanding of standard operating procedures requisite of a manufacturing facility.

L.3.1.3. Quality Control

L.3.1.3.1. Describe a quality control system to assure that the end items are manufactured in accordance with the Government specifications.

L.3.1.3.2. Describe in sufficient detail the components of an Inspection and Test Plan that ensures a quality end product is manufactured to Government specifications. The Inspection and Test Plan shall include, but not be limited to, processes for assessment of the following areas for each end item type: inspection of components upon receipt, in-process inspections, production article lot testing (end item physical inspections and end item operational testing [e.g., flow rate, assessment of the optical density of the control line as compared to the optical density reported on the Certificate of Conformance for the Government Furnished-LFI upon receipt, and orientation of control line]). The Offeror shall include in the Inspection and Test Plan a description of a stability test plan (out to four years) for each manufactured end item type that minimally includes a rationale for testing periodicity and number of units to test.

L.3.1.3.3. A final Inspection and Test Plan shall be provided for Government review 30 days after date of award.

L.3.1.3.4. Describe in sufficient detail a First Article Test (FAT) plan including a sampling plan using ANSI/ASQC Standard Z1.4-2003 or equivalent for reference.

L.3.1.3.5. The final FAT plan shall be provided for Government approval 60 days after date of award.

L.3.1.4. Configuration Management Plan (CMP)

L.3.1.4.1. Describe in sufficient detail the components of a CMP to reflect the Contractor's employed configuration management processes and procedures throughout the life of the contract. The CMP shall include procedures for proposing changes to Government configuration controlled documents.

L.3.1.4.2. A final CMP shall be provided for Government review 30 days after date of award.

L.3.2 Storage and Distribution Capabilities Section

L.3.2.1. Storage and Distribution Facility

L.3.2.1.1. Describe in sufficient detail the Offeror's personnel, facilities, and equipment that will be used, or acquired (if acquiring new equipment or facilities Offerors shall describe in detail how these will be in place) to be fully operational and able to meet the storage (up to 18,000 ft³ of continuous 2-8 degrees Celsius storage), distribution, security clearance and uncoding requirements outlined in the SOO.

L.3.2.1.2. Describe provisions to insure a physically secure storage and distribution facility and that the information technology assets and data are protected.

L.3.2.1.3. Provide a description of the storage and distribution facility's back-up power and temperature monitoring capabilities.

L.3.2.1.4. Describe Offeror's ability to obtain and maintain any necessary permits and registrations to ship and receive materials, to include all dangerous goods and items requiring CDC select agent registration for toxins.

L.3.2.2. Supply Chain Management System

L.3.2.2.1. Provide a detailed description of the Offeror's supply chain management system to include but not limited to procedures for record-keeping of goods that are warehoused, managing the movement of these goods to, from, and through the warehouse(s); shipment tracking; cold chain management; and maintaining a stock rotation plan.

L.3.2.2.2. Describe any proposed inventory management software.

L.3.2.3. Disposal

Describe procedures for disposal of end items and other CRP products as directed by the Government in accordance with local, state, and federal statutes and regulations.

L.3.2.4. Standard Operating Procedures

Describe standard operating procedures in sufficient detail such that the Government may evaluate the Offerors understanding of standard operating procedures requisite for storage and distribution services.

L.3.2.5. Quality Control

Describe in sufficient detail the quality control system so that the Government may assess the Offeror's ability to store and deliver the end items and other CRP products on schedule, intact, and within Government specifications outlined in the SOO.

L.3.3. Program Management Section

L.3.3.1. Statement of Work (SOW)

The Offeror's proposed SOW shall be based on and address all requirements outlined in the attached Government SOO. The Offeror's SOW shall reference and incorporate all Government specifications unaltered listed in Section J of this RFP. The final proposed SOW, when accepted by the Government, will be incorporated into the contract at time of award. For that reason, this section shall be a stand alone document.

L.3.3.2. Program Management Plan (PMP)

L.3.3.2.1. The approach to managing and integrating the various aspects of the required work shall be described in sufficient detail so that the Government may assess associated risks.

L.3.3.2.2. Describe the Offeror's management organization, assignment of functions, duties, and responsibilities, management procedure and reporting requirements to execute the contract. The Offeror shall include a description of any functional oversight.

L.3.3.2.3. Present mechanisms for interactions/communications/data access between Program Management and the Government, to include how processes will be updated (e.g., managing and interfacing with key Subcontractors and the Government).

L.3.3.2.4. Describe management relationships or techniques that will be used to supplement day-to-day processes and procedures.

L.3.3.2.5. Describe risk management strategies via a Risk Management Plan.

L.3.3.2.6. Outline a plan to transfer Government Furnished Material (GFM) from the incumbent Storage facility (located in the Baltimore-Washington Metropolitan Area) to the Offeror's facility. Transfer shall be complete within 90 days after date of award.

L.3.3.2.7. Provide a Master Schedule to include but not limited to, inventory transfer from current Contractor, post award survey, and First Article Testing of end items and Special packaging.

L.3.3.3 Quality Management System (QMS)

L.3.3.3.1. Demonstrate an effective Quality Management System equivalent to ISO 9001/2000 standards. The QMS shall integrate the various internal processes within the organization and provide a process approach for project execution.

L.3.3.3.2. Describe in sufficient detail the components of a Quality Assurance Plan (QAP). The QAP shall include but not be limited to quality standards in the following areas: facilities, equipment, personnel, methods, practices, records, controls and procedures to ensure appropriate corrective action of nonconforming material and response to Government relayed customer complaint or quality deficiency report. The QAP shall outline a detailed sampling plan for Production Lot testing using ANSI/ASQC Standard Z1.4-2003 or equivalent for reference.

L.3.3.3.3. A QAP that is integrated with all aspects of the contract (manufacturing, storage, and distribution) shall be provided for Government approval 30 days after date of contract award.

L.3.3.4. Key Personnel Qualifications

The proposal shall include a Curriculum Vitae and bibliographic data for the Program Manager and Directors (or equivalent) of QA/QC, Process Development, Risk Management, and Manufacturing. Key Personnel must be identified and shall be available at the time of proposal submission. If Key Personnel are not presently employed by the Offeror, a description of the terms of the commitment(s) must be presented. Substitution of Key Personnel during the term of the contract will be subject to Government approval, and will not be unduly restricted. The technical proposal must list the names and proposed duties of Consultants and Key Subcontractor personnel. Resumes shall include relevant education, background, recent experience, and specific or technical accomplishments. The approximate percentage of time each Key Personnel will be available for this project must be stated.

L.3.4. Past Performance Section

L.3.4.1. The Offeror shall list ongoing and previous Government contracts held during the past three years which are relevant and demonstrate ability to perform the effort required in this RFP. The attached Past Performance

Information form (Attachment A) shall be used. The Offeror shall explain the relevance of previous efforts with respect to the effort described in this RFP.

L.3.4.2. The Offeror shall discuss in detail prior corporate experience solving problems similar to those that may arise during the proposed effort; experience with Government regulations with respect to the requirements of the effort; manufacturing, storage, and distribution.

L.3.4.3. If the Offeror has limited or no prior Government contracting experience, a description of similar contracts with commercial entities, local and/or state governments should be included, if relevant. Information furnished concerning these efforts shall be similar to that requested of Government contracts.

L.3.4.4. The Offeror shall send Past Performance questionnaires (Attachment B) to Reference(s), who must submit the completed Past Performance questionnaire to the Government Contract Specialist listed therein to be received no later than the proposal due date. It is the Offeror's responsibility to ensure that each Reference submits Attachment B to the Government by the required date.

L.4. Volume II Content

L.4.1. Cost

L.4.1.1. The Cost Proposal shall utilize the spread sheets provided for submission of cost and pricing information. Estimating technique(s) and escalation factors for each contract year used to create the proposal shall be clearly identified. Reasonable and supportable allocation techniques may be used to spread hours and cost to lower levels of the CLIN/sCLIN. The Offeror shall address cost elements in thorough detail to demonstrate reasonableness, realism and completeness of the proposed costs.

L.4.1.2. The Cost Proposal spread sheets shall be submitted in "Read Only" format that shows all formulas and links for review.

L.4.1.3. In accordance with FAR 15.403-1(b) and 15.403-3(a), information other than cost or pricing data may be required to support price reasonableness. Information shall be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the Offeror shall be required to submit cost and pricing data.

L.4.1.4. Direct Labor. Indicate if the proposed rates are based on actual or projected rates for current/newly proposed/subcontract employees. Define the number of man-hours that equal a man-year.

L.4.1.5. Program Management. The Offeror shall provide a detailed description of all program management costs allocable to CLIN/sCLIN to include costs to manage and integrate the various aspects of the required work (i.e., QA, QC).

L.4.1.6. Subcontractor Costs. The Offeror shall provide a comprehensive description of all subcontractor costs by cost element (i.e., labor, material/supply). The Offeror shall provide basis of estimate, price reasonableness for each Subcontractor proposal and explain how the proposed cost was evaluated and determined to be fair and reasonable. Offeror shall provide a copy of subcontractor proposals that exceed \$50,000.

L.4.1.7. Materials and Supplies. The Offeror shall provide a detailed listing of materials and supplies by CLIN/sCLIN to include quantity, unit cost, and basis of estimate (e.g., vendor quotes, catalog pricing, subcontracting estimates). Competitive historical price information of prior purchases is adequate. For all sole-sourced materials and supplies, the Offeror shall provide a consolidated cost summary of individual material quantities included in the CLIN/sCLIN proposed and the basis of estimate.

L.4.1.8. Equipment. The Offeror shall provide a list of all proposed equipment to be purchased in support of the contract by CLIN/sCLIN. The list shall include equipment description, manufacturer, manufacturer's address, model and stock number, and estimated unit cost.

L.4.1.9. Other/Indirect Cost. Provide current rates for Overhead, General and Administrative (G&A), Facility Capital Cost of Money and any other indirect costs for all effort proposed. Provide forward pricing agreements if applicable. If forward agreements are not in place, include historical trend for the last three-year period to assist in evaluating proposed rates. The Offeror shall list all direct costs not included in the above categories (i.e., special tooling, computer services, and preservation) to include the basis of estimate.

L.4.2. Contract Documentation

The purpose of this section is to provide information to the Government for preparing the contract document.

L.4.2.1. The Offeror's proposal shall include a signed copy of the cover SF 33 and Sections A through K as shown below:

L.4.2.1.1. Section A – Solicitation/Contract Form, Standard Form 33. Offeror shall complete blocks 12 through 18.

L.4.2.1.2. Section B – Supplies or Services and Costs/Prices. Offeror shall complete pricing information for all CLINs.

L.4.2.1.3. Section F – Deliveries or Performance. Proposed delivery schedule.

L.4.2.1.4. Section K – Representations, Certifications, and other Statements of Offerors. Completed representations, certifications, acknowledgments, and statements.

L.4.2.2. Exceptions to Terms and Conditions. Any exceptions taken to terms and conditions as shown in the solicitation shall be identified. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation.

L.4.2.3. Security Requirements. The Offeror shall identify existing or describe capability of obtaining personnel/facilities Secret security clearances for both the manufacturing and storage capabilities.

L.4.2.4. CDRL. The Offeror will be expected to propose other data items beyond the Government-prepared CDRL for those items necessitated and consistent with the Offeror's proposed SOW.

ATTACHMENT A: PAST PERFORMANCE INFORMATION
SOLICITATION NUMBER: W9113M-08-R-0002

WHEN FILLED IN THIS DOCUMENT IS SOURCE SELECTION SENSITIVE INFORMATION IAW FAR 3.104

Provide the information requested in this form for each contract/program being described. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. The number of past efforts shall be limited to six for the prime contractor and three for each subcontractor. Relevancy shall demonstrate your ability to perform the proposed effort.

A.	Offeror Name (Company/Division):	
	CAGE Code:	
	DUNS Number:	

(NOTE: If the company or division performing this effort is different than the Offeror or the relevance of this effort to the instant acquisition is impacted by any company/corporate organizational change, note those changes. Refer to the "Organizational Structure Change History" you provided as part of your Past Performance volume.)

B.	Program Title:	
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C.	Contract Title:	
----	-----------------	--

1. Contract Agency or Customer:	
2. Contract Number:	
3. Contract Type:	
4. Period of Performance:	
5. Original Contract \$ Value (Do not include unexercised options):	
6. Current Contract \$ Value (Do not include unexercised options):	
7. If Amounts for 5 and 6 above are different, provide brief description of the reason:	

(d) Brief Description of Effort as ____ Prime or ____ Subcontractor
(Please indicate whether it was development and/or production, or other acquisition phase and highlight portions considered most relevant to current acquisition.)

(e) Completion Date:

1. Original date:	
2. Current Schedule:	
3. Estimate at Completion:	
4. How Many Times Changed:	
5. Primary Causes of Change:	

- (f) Primary Customer Points of Contact: (For Government contracts, provide current information on all three individuals. For commercial contracts, provide points of contact fulfilling these same roles.)

1. Program Manager Name:	
Office:	
Address:	
Telephone:	
Email:	
2. Contracting Officer Name:	
Office:	
Address:	
Telephone:	
Email:	
3. Administrative Contracting Officer Name:	
Office:	
Address:	
Telephone:	
Email:	

- (g) Address any technical (or other) area about this contract/program considered unique.
- (h) For each of the applicable factors, subfactors, and elements in Section M, illustrate how your experience on this program applies.
- (i) Describe the nature or portion of the work on the proposed effort to be performed by the business entity being reported here. Also, estimate the percentage of the total proposed effort to be performed by this entity and whether this entity will be performing as the prime, subcontractor, or a corporate division related to the prime (define relationship).

ATTACHMENT B: PAST PERFORMANCE QUESTIONNAIRE
SOLICITATION NUMBER: W9113M-08-R-0002

WHEN FILLED IN THIS DOCUMENT IS SOURCE SELECTION SENSITIVE INFORMATION IAW FAR 3.104

- (A) Please complete this questionnaire. Handwritten responses are sufficient. If you need more space than that provided, please attach additional pages or write on the back. Responses will be treated as source selection sensitive information. Scan and email or fax the completed questionnaire to

Name:	Mr. Leo Fratis
Office:	US Army Space and Missile Defense Command
Address:	ATTN:SMDC-CM/ RDCM-SB
	64 Thomas Johnson Drive,
	Frederick, MD 21702, USA
Telephone:	301-619-7421 (FAX); 301-619-5069
Email:	Leo.Fratis@us.army.mil

Explanation of codes:

CODE PERFORMANCE LEVEL

E **EXCEPTIONAL** – Performance meets contractual requirements and exceeds many requirements to the customers benefit. The contractual performance of the elements being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

V **VERY GOOD** – Performance meets contractual requirements and exceeds some requirements to the customers benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

S **SATISFACTORY** – Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

M **MARGINAL** – Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.

U **UNSATISFACTORY** – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element being assessed contains serious problem(s) for which the contractor's corrective actions were ineffective.

N **NOT APPLICABLE** – Unable to provide a score. Performance in this area not applicable to effort assessed.

- (B) Please complete the following identifying information and past performance assessment:

A. Contractor:	
B. Contract number:	
C. Period of Performance:	
D. Negotiated price or cost at award:	
E. Current estimated contract dollar amount:	

F. Describe product acquired:	

When Completed – Source Selection Information – See FAR 3.104

(C) Circle the appropriate letter for each item on the questionnaire and provide supporting narrative.

ASSESSMENT ELEMENTS

(1) Did the contractor deliver according to the agreed-to schedule? What were the causes of any schedule variances? Did the contractor require assistance to resolve any schedule problems?

E V S M U N

(2) How well did the contractor proactively manage schedule/performance/cost and risks?

E V S M U N

(3) How well did the contractor perform multiple projects?

E V S M U N

(4) What is your overall rating of the contractor's performance?

E V S M U N

(5) Contractor's cost control. Did the contractor deliver at the agreed-to cost? Describe the reasons for changes to contract value (e.g., scope changes, overrun/underrun, Government-imposed schedule changes, etc.)

E V S M U N

(7) Identify the contractor's overall strengths and weaknesses.

(8) Given the choice, would you award to this contractor again?

(9) Are you aware of any other contracted efforts performed by this contractor similar in nature to this contract?
 Please identify contract/program and point of contact.

(10) Is there anyone else we should send this questionnaire to? Please identify by name, organization, and phone number.

(If more comment space is needed, write on back, or attach pages.)

(D) Please provide the following information for the person completing this questionnaire.

Company:	_____
Name:	_____
Title:	_____
Address:	_____
Telephone:	_____
Fax:	_____
Email:	_____

Section M - Evaluation Factors for Award

M.1. EVALUATION CRITERIA CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

M.1.1. GENERAL BASIS FOR CONTRACT AWARD - This will be a competitive source selection conducted in accordance with Federal Acquisition Regulation (FAR) Part 15.1. Contract award is based on evaluation Factors and Subfactors representing the "Best Value" to the Government. Offeror(s) should be deemed responsible under the FAR Part 9 procedures and shall submit proposals conforming to the solicitation requirements. The Government intends to make a single award and to select the source whose offer is most overall advantageous to the Government; however, the Government reserves the right to reject any or all proposals and to award no contract at all, depending on the quality of the proposals submitted and the availability of funds. Offerors are cautioned that award may not necessarily be made to the lowest-priced Offeror.

The proposals shall be complete, shall arrive by date and time indicated, and shall be compliant with all Instructions. Offerors shall refer to Section L (Instructions, Conditions, and Notices to Offerors) for proposal preparation.

The Government considers mission capabilities, management practices and all schedule drivers to be of great importance and will closely evaluate all related risks. Proposals will be evaluated independently for Manufacturing Capability, Storage and Distribution Capability, Program Management, Past Performance and Cost Factors.

M.1.2. PROPOSAL EVALUATION –The offer shall be compliant with requirements as stated in the Statement of Objectives (SOO) and Contract Data Requirements List (CDRL). Non-conformance with the instructions in Section L may result in an unfavorable proposal evaluation. Any Offeror who submits an incomplete package may be considered unacceptable. Proposals judged unsuitable in term of schedule commitments or cost may be rejected as indicating a lack of understanding of the requirements.

THE GOVERNMENT RESERVES THE RIGHT TO AWARD A CONTRACT(S) BASED ON INITIAL SUBMISSION WITHOUT ORAL PRESENTATION, EXCHANGES AND/OR DISCUSSIONS.

M.2. GENERAL CONSIDERATIONS

M.2.1. PROPOSAL RISK – Proposal risk assesses the Offeror's approach to accomplish the Statement of Objectives (SOO). Proposal Risk will be evaluated using Risk Rating Scales independent from the Proposal Rating Scales (Adjectival Rating). Proposal risk will be assigned after completing Cost and Technical proposal reviews. An overall proposal risk ranking of Low (L), Moderate (M), or High (H) will be assessed.

M.2.2. PERFORMANCE RISK – Performance risk assesses the Offeror's ability to successfully complete relevant Manufacturing, Storage, and Distribution Capabilities and management/risk identification efforts on time and within costs, including the Offerors performance record (Past Performance), if applicable, on similar efforts. Overall performance risk will be assigned after completing Cost and Technical proposal reviews. A risk ranking of Low (L), Moderate (M), or High (H) will be assessed. If no past performance history exists, performance risk will be rated neutral (i.e., neither negative nor positive).

M.3. EVALUATION FOR AWARD

M.3.1. GENERAL – Responses to this solicitation will be evaluated based upon an integrated assessment of the evaluation Factors and Subfactors, proposal risk, and performance risk described below. Ratings consistent with these evaluation Factors will be derived from (1) the ability of the Offeror, as demonstrated in the Manufacturing, Storage, and Distribution Capabilities Sections, to perform the work in accordance with all aspects of requirements outlined in this solicitation and (2) realism of the Cost Section. Proposals that are unrealistic in terms of Capabilities commitments, Program Management, or Cost will be deemed to reflect an inherent lack of technical competence and/or failure to comprehend the complexity and risks associated with contract requirements. Such failures may constitute grounds for proposal rejection. The Offeror shall clearly state how they intend to meet the requirements. Mere acknowledgement or restatement of a requirement or task is not acceptable.

M.3.2. FACTORS and SUBFACTORS - Five Factors will be used in this evaluation: Manufacturing Capabilities, Storage and Distribution Capabilities, Program Management, Past Performance, and Cost. In accordance with FAR

15.304 (e) (1), Evaluation Factors and Significant Subfactors, the Manufacturing Capability and Program Management Factors are of equal importance and are more important than Storage and Distribution Factor, Past Performance, and Cost. Storage and Distribution Capabilities is more important than Past Performance. All evaluation factors, other than Cost, when combined, are significantly more important than Cost (i.e., {[Manufacturing Capability=Program Management] > Storage and Distribution Factor > Past Performance} > Cost). The Subfactors within each Factor are of equal importance.

M.3.2.1 FACTOR 1 – Manufacturing Capabilities

The Government will evaluate the Offeror's ability to meet the manufacturing requirements outlined in the SOO. The proposed manufacturing team, including major Subcontractors (if any) involved in production, will be evaluated.

M.3.2.1.1. SUBFACTOR 1- Manufacturing Facility

The Government's evaluation will analyze whether the proposed manufacturing facility has temperature and humidity control assembly room(s), proper equipment, and adequate space to conduct operations specified in the Government's Statement of Objective (SOO). The Government will evaluate the proposed manufacturing capabilities for production capacity. The Government will evaluate the proposed manufacturing facility's ability to obtain and sustain a Secret level DoD facility clearance; the proposed facility security monitoring system; the proposed temperature and humidity monitoring system; and procedures to protect both product and the information technology system. (See L.3.1.1)

M.3.2.1.2. SUBFACTOR 2- Standard Operating Procedures

The Government will evaluate the Offeror's standard operating procedures which will include processes for the receipt and inspection of manufacturing components, including GFM LFI strips and product; equipment preventative maintenance program; storage of components and end items; temperature monitoring; security; disaster recovery; and training. (See L.3.1.2)

M.3.2.1.3. SUBFACTOR 3 – Quality Control Procedures for End Item Manufacture

The Government will evaluate the Offeror's quality control procedures for its maturity and effectiveness to assure quality end items are manufactured and delivered to the Government in accordance with the requirements outlined in the SOO. Specifically, the Government will evaluate the Offeror's plan for quality standards in facilities, equipment, personnel, methods, practices, records and controls. The Government will evaluate the Inspection and Test procedures and whether they are incorporated throughout the manufacturing process from material receipt to final product delivery. The Government will evaluate the proposed Stability Test Plan. The Government will evaluate the First Article Test Plan and the sampling plan. (See L.3.1.3)

M.3.2.1.4 SUBFACTOR 4- Configuration Management Plan

The Government's evaluation will include analysis of whether the proposed Configuration Management Plan outlines detailed procedures for proposing changes to Government controlled documents and procedures. The Government will evaluate the Offeror's configuration management plan to assess the Offeror's ability to maintain continuous form, fit, function, and product uniformity. (See L.3.1.4)

M.3.2.2. FACTOR 2 – Storage and Distribution Capabilities

M.3.2.2.1. SUBFACTOR 1 –Storage and Distribution Facility

The Government will evaluate the facility specifications to determine if the proposed facility meets the storage and distribution facility requirements outlined in the SOO, including an appropriate facility for the uncoding of coded end items. The Government will evaluate if the Offeror possesses or is able to obtain in a reasonable time frame any necessary permits and registrations to ship and receive materials from CRP vendors, to include all dangerous goods and items requiring a CDC select agent registration for toxins. The Government will evaluate the proposed storage and distribution facility's ability to obtain and sustain a Secret level DoD facility clearance. The Government will evaluate the Offeror's facility security and temperature monitoring system as well as procedures to protect both product and the information technology system. (See L.3.2.1)

M.3.2.2.2. SUBFACTOR 2 – Supply Chain Management System

The Government will evaluate the Offeror's supply chain management system and stock rotation plan. Specifically, the Government will evaluate procedures for inventory management used for record-keeping of goods that are warehoused, and managing the movement of these goods to, from, and through the warehouses, to include shipment tracking and cold chain management practices. (See L.3.2.2)

Element:

M.3.2.2.2.1. The Government will evaluate the Offeror's proposal to dispose of expired product or other products (e.g., rejected LFI) as directed by the Government in accordance with local, state, and federal regulations. (See L.3.2.3)

M.3.2.2.3. SUBFACTOR 3 –Standard Operating Procedures

The Government will evaluate the Offeror's standard operating procedures which may include, but are not limited to, processes for shipping and receiving; security; training; and maintenance/calibration/monitoring of refrigerated storage. Evaluation will include analysis of whether the proposed procedures address inspection and validation of materials upon receipt; packaging; delivery schedules; delivery notification and follow-up. (See L.3.2.4)

M.3.2.2.4. SUBFACTOR 4 – Quality Control Procedures for Storage/Distribution Facility

The Government will evaluate the Offeror's quality control procedures to assure that end items and other CRP products are stored and shipped in accordance with Government specifications as outlined in the SOO. Evaluation will include analysis of whether the proposed procedures address designated storage areas for manufacturing components, end items, and expired products, as well as temperature monitoring capabilities. (See L.3.2.5)

M.3.2.3. FACTOR 3 – Program Management

M.3.2.3.1. SUBFACTOR 1 - Statement of Work (SOW):

The Government's evaluation will include analysis of whether the proposed SOW is based upon the SOO, and includes all relevant efforts. (See L.3.3.1)

M.3.2.3.2. SUBFACTOR 2 - Program Management Plan

The Government's evaluation will include analysis of whether the proposed management approach is described in sufficient detail, including managing and integrating various aspects of the proposed effort relating to storage, distribution, and manufacturing so that the Government may assess associated risks; approach to managing and interfacing with key Subcontractors and other Government agencies; and extraordinary management relationships or techniques. The Government will evaluate the proposed risk management plan, proposed master schedule for the scheduling of inventory transfer from existing Contractor, post award survey, and First Article Testing of end items and Special packaging. (See L.3.3.2)

M.3.2.3.3. SUBFACTOR 3 - Quality Management System

The Government will evaluate the Offeror's quality management system to determine if it meets or is equivalent to ISO 9001/2000. The Government will evaluate the Offeror's proposed Quality Assurance Plan for inclusion of quality standards in the following areas: facilities, equipment, personnel, methods, practices, records, controls and procedures to ensure appropriate corrective action in response to nonconforming material and in response to Government relayed customer complaint or quality deficiency report. The Government will evaluate the Offeror's Production Lot Sampling Plan. (See L.3.3.3)

M.3.2.3.4. SUBFACTOR 4 - Personnel Qualifications

The Government's evaluation will include analysis of the Curriculum Vitae and bibliographic data of the Program Manager and other Key Personnel such as Directors (or equivalent) of QA/QC, Process Development, Risk Management and Manufacturing for relevant/appropriate experience and training to ensure successful contract performance. Curriculum Vitae and bibliographic data for Consultants and Subcontractor Key Personnel will be evaluated. (See L.3.3.4)

M.3.2.4. FACTOR 4 – PAST PERFORMANCE

The Government's evaluation will include an analysis of the Offeror's description of relevant ongoing and previous (preceding three years only) Government contracts. This evaluation will include analysis of the Offeror's detailed

discussion of corporate experience manufacturing quality products, and experience in storing and distribution of materials.

If the Offeror has limited government contract experience, the Government will evaluate the Offeror's description of similar contracts with commercial entities, local and/or state governments.

The Government will also evaluate the Offeror's Past Performance Questionnaire(s) submitted to the Government by the Offeror's Reference(s). The Offeror is responsible for ensuring Reference(s) Questionnaire submission(s). Failure to receive these data from References shall result in a reduced past performance evaluation. (See L.3.4)

M.3.2.5. FACTOR 5 – COST

The Government will evaluate the estimated cost proposed by the Offeror for performing all requirements outlined in this RFP. Evaluation will include analysis of the proposed cost/price, together with the supporting cost/price information. The Offeror's cost/price rationale for building the Basis of Estimate will be evaluated. The Government will be the sole judge of validity/appropriateness of these determinations. (See L.4.1)

(a) Reasonableness: Acceptable estimating technique(s) may be Cost-to-Cost and Cost-to-non-Cost estimating relationships, commercially available parametric cost models, and in-house developed parametric cost models. When applicable, the Offeror's proposed cost, including cost of any Subcontractors, should be based on a Defense Contract Audit Agency (DCAA) recognized estimating system. Proposals may be rejected if there is no indication of the rationale used to determine estimates.

(b) Realism: Costs should be realistic for the work to be performed; reflect a clear understanding of the requirements; and be consistent with the various elements of the Offeror's schedule proposal.

(c) Completeness: The proposal should clearly and thoroughly document the rationale supporting the proposed cost and be compliant with the specified content and format requirements of the solicitation.

The Government will develop a most probable Cost of Performance for each Offeror and proposed Subcontractor when evaluating the contractor Total Procurement Price projections. The most probable cost may differ from the contractor's bid price in the Offeror's proposal. The most probable cost is determined by adjusting each Offeror's proposed cost, when appropriate, to reflect any changes (unnecessary additions or omissions by the Offeror) in cost elements to realistic levels based on the cost realism analysis.

M.3.2.6. SCORING CRITERIA

Manufacturing, Storage and Distribution Capabilities, Program Management, and Past Performance Factors, Subfactors, and Elements will be scored using a Color/Adjectival rating scheme. Definitions for the Color/Adjectival ratings are defined below.

Rating definitions

Excellent/Blue – Proposal meets or exceeds Government objectives. The Offeror demonstrates superior understanding of or insight into the requirements. The proposal has no deficiencies for which corrective action is required. Overall, the proposal is above average to outstanding.

Good/Green – Proposal meets Government objectives and contains minor deficiencies; however, these deficiencies can be readily corrected. Corrective or mitigating actions have been proposed for most, but not all, potential problems, weaknesses or risks. The proposal is adequate.

Marginal/yellow – Proposal does not meet one or more Government objectives and/or there are minor deficiencies that when combined, have significant potential to impact contract execution and performance. The proposal reflects a serious problem for which the contractor has either not identified corrective actions or proposed marginally effective actions which cannot be fully implemented. The proposal is barely adequate and demonstrates a marginal understanding of the requirements. Overall the proposal quality is somewhat below average.

Poor/RED – Proposal does not meet most Government objectives. The proposal has a major problem(s) for which corrective actions would be ineffective. Proposal reflects an insufficient understanding of the requirements and/or fails to demonstrate Contractor capability for meeting the requirements. Overall, the proposal quality is poor.